

PART IV – SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFP (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

BUSINESS DECLARATION

1. Name of Firm: _____

2. Address of Firm: _____

3. a. Telephone No. of Firm: _____ b. Facsimile No. of Firm: _____

4. a. Name of Person Making Declaration: _____

b. Telephone No. of Person Making Declaration: _____

c. Position Held in the Company: _____

5. Controlling Interest in Company: ("X" all appropriate boxes)

☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian American

☐ Female Non-Minority ☐ Male Non-Minority ☐ Female ☐ Male

☐ 8(a) Certified (Certification letter attached) ☐ Other (Specify) _____

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ Yes ☐ No (If No, provide the name and telephone number of the person who has this authority.)

7. Nature of Business (Specify all major services/products and NAICS codes.) _____

8. a. Years the firm has been in business: _____ b. No. of Employees: _____

9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other (Explain) _____

10. Gross receipts of the firm for the last three years: (a) Year Ending: _____ Gross Receipts: \$ _____

(b) Year Ending: _____ Gross Receipts: \$ _____ (c) Year Ending: _____ Gross Receipts: \$ _____

11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN),

and Data Universal Numbering System (DUNS): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? ☐ Yes ☐ No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO
CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Typed Name and Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)

CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 611512.

(2) The small business size standard is \$25.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)

CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner:

(End of provision)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____. (country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

[] Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently

required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other

remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.8.2-18 Certification of Data (October 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

PART IV – SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 BUSINESS SIZE RESTRICTION AND COMPETITION CONSIDERATIONS

This SIR solicits proposals on a competitive basis unrestricted as to business size for award of an indefinite delivery / requirements type contract.

L.2 PROPOSAL PREPARATION AND SUBMITTAL COSTS

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

L.3 OPTION YEAR PROPOSALS

(a) It is the intent of the Government to award this contract with the option years; however, if you are not in a position to make an offer on three (3) years, we invite you to submit an offer for one (1) year only.

(b) The Government reserves the right to delete the option periods in negotiations in the event a 1-year proposal is less than the first year of a proposal offering option periods.

L.4 PROPOSAL PREPARATION AND SUBMITTAL OF OFFERS

(a) The Contracting Officer (CO) for this acquisition, Randall L. Bratcher, is the sole point of contact. All written questions, correspondence, and submittals must be sent to the Contracting Officer at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to randall.bratcher@faa.gov. **OFFERORS MUST NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION.**

(b) All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award.

(c) Sealed offers in original format and two (2) copies thereof for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, 29 December 2010, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

(d) Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the MMAC. Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

(e) CAUTION – Late Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and two (2) copies of the proposals must be received by the due date and time specified.

L.5 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMITTALS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of technical proposals, past performance, and cost/price proposals. Evaluations involved will permit the FAA to select an offer whose proposal is determined to be an overall best value to the FAA as set forth in Section M of this SIR through the use of a Lowest-Price / Technically-Acceptable evaluation process.

(c) Specific attention is invited to AMS Policy paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should therefore submit their best technical and pricing proposals in the initial

proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

(d) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale.

L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

L.6.1 GENERAL

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

(b) Proposals submitted in response to this SIR shall be formatted in accordance with the instructions provided in this section.

(c) The Offeror's proposals must be received by the Government by the date specified in L.3 (c) above. Questions regarding this SIR must be submitted, in writing, via e-mail NOT LESS THAN 10 days from the due date for proposals.

(d) Common items for each volume is:

(1) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(2) Volumes shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(3) All volumes shall be submitted to the CO not later than the proposal due date.

(4) Formatting shall allow proposal to be printed on standard 8 ½ x 11 paper, minimum 1 inch margins, left, right, top, and bottom, with text font size no less than 10. Printing may be single-sided or double-sided (front/back). Double-sided printing shall be counted as two (2) pages for each sheet.

(5) The proposal responses for each evaluation factor shall be provided in a separate section, and the section shall be tabbed for ease of reference.

Table 1. Proposal Organization

Volume I – Technical Proposal

- Original
- Two (2) copies

Volume II – Past Performance Proposal

- Original
- Two (2) copies

Volume III – Cost/Price/Business Proposal

- Original (with Signed SF-30)
- Two (2) copies

Note: No reference shall be made to prices/costs in Volumes I and II.

CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

L.6.2 PROPOSAL OVERVIEW

(a) Technical Proposal Overview – Volume I.

(1) The Technical Proposal shall be submitted as a separate and complete volume and tabbed separately for each of the Technical Evaluation Factors outlined elsewhere in this provision. The Technical Proposal shall not include prices/costs or any pricing information.

(2) The Technical Proposal must be self-sufficient in addressing all aspects of the Technical Evaluation Factors and must be independent of the information contained in the Past Performance Proposal and/or Cost/Price/Business Proposal.

(3) The Technical Proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government and that the offered approach is valid and practical. The Technical Proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope outlined in the Performance Work Statement (PWS). Clear evidence of services previously demonstrated and currently in place relating to the PWS requirements should be included in each evaluation factor.

(4) Statements that the offeror understands, can, or will comply with all statements in the PWS and statements paraphrasing the PWS requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(5) Content is more important than quantity. Technical Proposals are limited to no more than pages outlined elsewhere in Section L. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the proposal responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(b) Past Performance Proposal Overview – Volume II.

(1) The Past Performance Proposal shall be submitted as a separate and complete volume and tabbed separately for each contract reference as outlined elsewhere in this provision. The Past Performance Proposal shall not include prices/costs or any pricing information.

(2) The Past Performance Proposal must be self-sufficient in addressing all aspects of the Past Performance Evaluation Factor outlined elsewhere in this provision and must be independent of the information contained in the Technical Proposal and/or Cost/Price/Business Proposal.

(3) This volume will provide information to the FAA regarding assessing the offeror's accomplishments for recent and relevant projects that are comparable in scope and magnitude to that described in the PWS under this SIR.

(c) Contract Documentation and Cost/Price/Business Proposal Overview – Volume III.

(1) The Cost/Price/Business Proposal shall be submitted as a separate and complete volume and tabbed separately for each document contained therein. The Cost/Price/Business Proposal will provide information to the FAA for analyzing costs and pricing as well as preparing the contract document and supporting file for the successful offeror. Completion of the required documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the SIR.

(2) This volume should be sufficiently detailed in support of the proposed pricing to demonstrate cost realism and reasonableness.

L.6.3 PROPOSAL CONTENT

(a) Technical Proposal Content – Volume I.

(1) The Contractor's Technical Proposal shall be limited to no more than fifty (50) typewritten pages, (excluding attachments), shall present a clear and thorough understanding of all facets of the Government's technical requirements listed in the PWS, and shall include the following information and be organized under separate tabs as follows:

- Factor 1: Provide evidence of an FAA-approved training program as described in the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;

- Factor 2: Provide proof of ownership of the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft, OR, provide documented confirmation of a lease agreement that covers the entire term of this contract for the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft;

- Factor 3: Describe the training aids and facilities to meet the requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;

- Factor 4: Provide proposed training hours in Schedule B to meet requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;

- Factor 5: Provide proposed number of training days expected to be required to complete all training and testing for each course proposed for the Westwind 1124 aircraft.

(b) Past Performance Proposal Content – Volume II.

(1) The Contractor's Past Performance Proposal shall not be page limited and shall include documentation for a minimum of two (2) relevant and recent past and present contracts with commercial entities or performed for Federal, state, or local governments within the last three (3) years of similar scope, complexity, and magnitude. Documentation for each contract shall include the following information:

- Agency or entity name
- Project or program title
- Contract number
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value (\$)
- Contract start-completion dates
- Description of work performed
- Client point of contact (POC) information for a minimum of two (2) references including e-mail

addresses and telephone numbers

(2) Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievements, recognitions, and successes obtained in specific projects that are relevant to the PWS.

(3) Offerors are encouraged to provide points of contact who are willing to respond to informational inquiries that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance. Offerors must submit no less than two (2) valid POC references for each past performance contract reference submitted. Offerors that are submitting proposals under a Teaming Agreement or other similar prime contractor / sub-contractor teaming arrangement must also submit documentation for a minimum of two (2) relevant and recent past and present contracts for each of the proposed sub-contractor(s) in accordance with L.6.3(b)(1) above.

(4) Offerors are advised that the government reserves the right to obtain information regarding other contracts or from other information sources not mentioned in the offeror's proposal but which are believed to be similar in scope, complexity, and magnitude to the proposed effort for this acquisition.

(c) Cost/Price/Business Proposal Content – Volume III.

(1) The offeror's Cost/Price/Business Proposal shall not be page limited and shall include the following information:

- Signed Offer (Solicitation, Offer and Award Form SF-30 , Section A, blocks 12 through 18)
- Completed Pricing Schedule for the Base Period and All Options (Section B)
- Relevant fill-in clauses contained in Sections C through I
- Completed Representations and Certifications, and Business Declaration Form (Section K)
- Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.
- Assumptions – The offeror may describe any assumptions used to develop the proposed prices.
- Other Than Cost or Pricing Data to support the proposed pricing

(2) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings (other than as required for procurement sensitive markings) or revisions, qualifications, or alterations to the bid schedule. Such markings, if not removed, may eliminate the offeror from further competition.

(3) Offeror's must provide contract line item pricing based on the unit price and total price for each line item.

L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The CO will destroy all other copies.

L.8 PROPOSAL ACCEPTANCE

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.9 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.10 QUALIFICATION CRITERIA (JAN 1997)

CLA.1037

To be considered qualified, each offeror must possess an applicable training program approved under FAR Part 121 or FAR Part 135 or a training course approved under FAR Part 141 or FAR Part 142 for the aircraft identified herein and shall submit a technical proposal in accordance with the provision in Section L entitled, "Preparation of Technical Proposals."

L.11 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)

CLA.1045

(a) Offerors must submit technical proposals (two copies) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.

(b) Offerors are advised to submit proposals which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

(c) The technical proposal must provide information to address the following evaluation categories, which are all equal in importance:

(1) Provide evidence of an FAA-approved training program as described in the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;

(2) Provide proof of ownership of the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft, OR, provide documented confirmation of a lease agreement that covers the entire term of this contract for the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft;

(3) Describe the training aids and facilities to meet the requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;

(4) Provide proposed training hours in Schedule B to meet requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;

(5) Provide proposed number of training days expected to be required to complete all training and testing for each course proposed for the Westwind 1124 aircraft.

L.12 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.13 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the

offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: e-mail or fax. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to e-mail randall.bratcher@faa.gov or fax number 405-954-3030.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an indefinite delivery / requirements type contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.2.3-1 False Statements in Offers (July 2004)

3.2.2.3-6 Submittals in the English Language (July 2004)

3.2.2.3-7 Submittals in U.S. Currency (July 2004)

3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)

3.2.2.3-12 Amendments to Screening Information Requests (July 2004)

3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)

3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-17 Preparing Offers (July 2004)

3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)

3.2.2.3-19 Contract Award (July 2004)

3.2.2.3-31 Facilities Capital Cost of Money (July 2004)

3.3.1-28 Notice of Progress Payments (November 1997)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

PART IV – SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SIR PROCESS OVERVIEW

(a) This Screening Information Request (SIR) will solicit proposals on a competitive basis unrestricted as to business size.

(b) Upon receipt of proposals and following initial screening for responsiveness, the remaining responsive proposals will be assigned to the Government evaluation teams for evaluation. Technical Proposals will be evaluated by the Government Technical Evaluation Team, Past Performance Proposals will be evaluated by the Government Past Performance Evaluation Team, and the cost and pricing portions of the Cost/Price/Business Proposals will be evaluated by the Cost/Price Evaluation Team. Information from the different volumes being evaluated will not be shared between the Government evaluation teams in order that the evaluation of the specific, individual volumes will not be influenced by knowledge of the other volumes. An evaluated assessment will be made independently for each proposal of the acceptability presented by each proposal.

(c) Upon completion of the evaluation of the Technical Proposals, the Past Performance Proposals, and the Cost/Price/Business Proposals, the Contracting Officer (CO) will assess the technical acceptability, performance risk, and proposed price of each proposal as well as the associated responsibility of each offeror. The CO will also serve as the Source Selection Official (SSO) for this procurement. From those evaluated proposals, the SSO will select for award the proposal that represents the "best value" to the Government in terms of lowest price and technical acceptability in accordance with the evaluation criteria of this SIR.

M.2 BASIS FOR AWARD

(a) The Government will make an award of a contract to the responsible offeror whose proposal conforms to this SIR, is determined to be the most advantageous to the Government, and represents the best value to the Government in terms of lowest price, technical acceptability, and performance risk (See AMS Clause 3.2.2.3-19 (April 1996) Contract Award). The Government intends to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the CO.

(b) In determining which proposal represents the best overall value to the Government, the SSO will consider the results of the evaluation of proposals by the Government evaluation teams in regard to the Technical Evaluation Factors, Past Performance risk, cost realism and reasonableness, and total evaluated price.

(c) The SSO will consider all technical acceptability factors, performance risk, and price to be equal in importance. The Government reserves the right to award to other than the lowest priced proposal. The selection decision will be made as further described in M.5.

M.3 INITIAL SCREENING PROCESS

(a) The Government will initially screen all proposals for responsiveness (timeliness, completeness and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

M.3.1 TIMELINESS

(a) No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

M.3.2 COMPLETENESS

(a) Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- One (1) original proposal (complete Volumes I, II, and III, with Signed SF-30 in Volume II)
- Two (2) copies of proposal (complete Volumes I, II, and III)

(b) Incomplete proposals may not receive further consideration.

M.3.3 ADEQUACY

(a) Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

(1) Content:

- Completed Technical Proposal (Volume I)
- Completed Past Performance Proposal (Volume II)
- Completed Cost/Price/Business Proposal (Volume III)

(2) Format. Graphics are limited to a minimum font size of 10. Elaborate presentation techniques, including color, are neither required nor desired. Page counts do not include front matter such as table of contents, list of figures, divider tab sheets, glossary, or cover pages. Foldouts are counted as one page; however, excessive use of foldouts is discouraged. Attachments are included in page count. Double-side printing shall be counted as two (2) pages for each sheet.

(b) For the purposes of adequacy review, missing proposal information component(s) identified above and/or non-adherence to proposal format instructions, may be considered non-responsive. Proposals found by the CO to be non-responsive may not receive further consideration.

CAUTION: Evaluators will read only up to the page limits as specified in Section L. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

M.4 EVALUATION CRITERIA, PROCESS AND PROCEDURES

(a) All proposals remaining after the initial proposal screening process of M.3 will be evaluated, rated, and analyzed as described in this part. Offerors are advised that their proposal must address all areas.

M.4.1 EVALUATION FACTORS AND ORDER OF IMPORTANCE

(a) The overall evaluation factors are shown as follows:

(1) Factor 1: Provide evidence of an FAA-approved training program as described in the PWS of the SIR for each course proposed for the Westwind 1124 aircraft.

(2) Factor 2: Provide proof of ownership of the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft, OR, provide documented confirmation of a lease agreement that covers the entire term of this contract for the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft.

(3) Factor 3: Describe the training aids and facilities to meet the requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft.

(4) Factor 4: Provide proposed training hours in Schedule B to meet requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft.

(5) Factor 5: Provide proposed number of training days expected to be required to complete all training and testing for each course proposed for the Westwind 1124 aircraft.

(6) Factor 6: Past Performance.

(7) Factor 7: Cost/Price.

(b) The Factors are of equal importance.

M.4.1.1 Technical Evaluation Factors

(a) Each offeror's Technical Proposal will be evaluated and rated using the following Technical Evaluation Factors. The Factors are of equal importance. The overall evaluation criteria used to determine the "acceptability" or "unacceptability" of the offeror's Technical Proposals addressing the five (5) Technical Evaluation Factors associated with pilot training are as follows:

(1) Factor 1: Provide evidence of an FAA-approved training program as described in the PWS of the SIR for each course proposed for the Westwind 1124 aircraft.

- CRITERIA: Evidence of an FAA-approved training program as described in Section D.6 of the PWS which addresses the Westwind 1124 aircraft.

- ACCEPTABILITY STANDARD: The standard is met when the offeror provides a signed approval letter from the Principal Operations Inspector who approved the training program, the approved course syllabus, or the training specifications paragraph authorizing the training course.

(2) Factor 2: Provide proof of ownership of the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft, OR, provide documented confirmation of a lease agreement that covers the entire term of this contract for the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft.

- CRITERIA: Evidence of ownership or lease of the full flight simulator to be used in training.

- ACCEPTABILITY STANDARD: The standard is met when the offeror is able to provide proof of the ownership of the full flight simulator to be used in training or documented evidence of a lease agreement that covers the entire term of this contract.

(3) Factor 3: Describe the training aids and facilities to meet the requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft.

- CRITERIA: Evidence of available resources to support requirements of the Section F.3.(i)(1-10) of the PWS.

- ACCEPTABILITY STANDARD: The standard is met when the offeror is able to provide a description of the availability of training aids and facilities required to meet the PWS and solicitation requirements.

(4) Factor 4: Provide proposed training hours in Schedule B to meet requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft.

- CRITERIA: Proposed Training Hours to meet the training requirements outlined in Sections C and F.1 of the PWS.

- ACCEPTABILITY STANDARD: The standard is met when the offeror provides proposed training hours to meet the requirements in Sections C and F.1 of the PWS.

(5) Factor 5: Provide proposed number of training days expected to be required to complete all training and testing for each course proposed for the Westwind 1124 aircraft.

- CRITERIA: Proposed number of training days to complete all training for each course proposed.

- ACCEPTABILITY STANDARD: The standard is met when the offeror provides the number of training days expected to be required to complete all training for each course proposed.

(b) Any offeror whose Technical Proposal does not address all Technical Evaluation Factors will be considered ineligible for award.

(c) All Technical Evaluation Factors in the offeror's Technical Proposal must be rated "Acceptable" in order for the offeror's Technical Proposal to be rated "Acceptable."

M.4.1.1.1 Technical Proposal Evaluation Procedure

(a) Technical Proposals will be provided to the Technical Evaluation Team (TET), with the Past Performance Proposals and Cost/Price/Business Proposals being retained by the CO in order that the evaluation of the Technical Proposals will not be influenced by knowledge of the related past performance or cost/pricing information. An evaluated assessment will be made independently for each proposal of the technical acceptability presented by each Technical Proposal.

(b) The technical evaluation will be based solely on the Technical Evaluation Factors stated in Section M.4.1.1 of this SIR. The offeror must be capable of successfully performing the tasks identified in the PWS under this SIR or will be subject to disqualification from consideration for award. In conducting the technical evaluation, the TET will evaluate only the information contained in the offeror's Technical Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal.

M.4.1.2 Past Performance Factor

(a) The Government will evaluate the offeror's past performance record on a minimum of two (2) relevant and recent past and present contracts. A Performance Risk Assessment will result from the Government's level of confidence that the offeror will be able to successfully provide the support services to the Government in terms of scope of effort, tasks, and activities performed based on the offeror's past performance record.

(b) Each offeror's past performance will be evaluated and rated. The Performance Risk Assessment confidence rating represents the evaluation of an offeror's present and past work record and a determination of the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the Technical Evaluation Factors. In determining relevance, consideration will be given to previous and current contract performance that is similar in scope to the work described in the PWS, which is an attachment to this solicitation. This information may include data on efforts performed by other division, critical subcontractors or teaming contractors, if such resources will be brought to bear or efforts performed for agencies of the Federal, state or local governments and commercial customers. As a result of an analysis of those risks, negative aspects and positive aspects of past performance identified, each offeror will receive an integrated Performance Risk Assessment confidence rating for the Past Performance Evaluation Factor. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonableness and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

(c) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contract or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(d) Each offeror's Past Performance Proposal will receive one of the Performance Risk Assessment confidence ratings described below for the Past Performance Evaluation Factor:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the Government has high confidence that the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the Government has significant confidence that the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the Government has confidence that the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
LOW CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will be able to successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will be able to successfully perform the required effort.
UNKNOWN CONFIDENCE	No performance record is identifiable.

(e) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably nor unfavorably on past performance and, as a result will receive an "Unknown Confidence" rating for the Past Performance Evaluation Factor – the equivalent of a neutral rating.

M.4.1.2.1 Past Performance Evaluation and Performance Risk Assessment Procedure

(a) Past Performance Proposals will be evaluated by the CO . An evaluated assessment will be made independently for each proposal of the performance risk presented by each Past Performance Proposal.

(b) The past performance evaluation will be based solely on the Past Performance Factor stated in Section M.4.1.2 of this SIR. In conducting the past performance evaluation, the CO will evaluate the offeror's achievements, recognitions, and successes obtained in specific projects that are recent and relevant to the PWS under this SIR. In addition, the CO may use past performance information obtained from other sources such as on-line contractor performance appraisal reporting systems available to the Government as well as other sources or informational databases.

(c) The past performance evaluation will assess the recency, relevancy, acceptability, and confidence level of the past performance information to determine the overall performance risk assessment of the Past Performance Proposal.

M.4.2.1 Cost/Price Factor

(a) The Government will confirm the accuracy of each offeror's total price calculation and assess the realism and reasonableness of the proposed costs for the unit prices in addition to assessing the total evaluated price for performing all services. The Government will make adjustments for any mathematical errors discovered in the price evaluation process. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Two (2).

M.4.2.1.1 Cost/Price/Business Proposal Evaluation Procedure

(a) The Cost/Price/Business proposals will be evaluated by the CO. An evaluated assessment will be made independently for each proposal of the cost/pricing presented by each Cost/Price Proposal.

(b) The cost/pricing evaluation will be based solely on the Cost/Price Factor stated in Section M.4.2.1 of this SIR. In conducting the cost/price evaluation, the CO will evaluate only the information contained in the offeror's Cost/Price/Business Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal in support of the proposed costs and pricing. In addition, the CO will use the Independent Government Cost Estimate (IGCE), historical pricing information from recent similar contracts, and on-line pricing indices available to the Government as well as other sources or pricing databases.

(c) The cost/pricing evaluation will assess the cost realism and reasonableness for the cost/pricing presented in each Cost/Price/Business Proposal. Cost realism and reasonableness will be assessed through an analysis of the offeror's supporting cost/pricing information and a comparative evaluation of the proposed unit pricing and total pricing using the IGCE, historical pricing, pricing indices, or other available sources of pricing information.

M.4.3 DISCUSSIONS

(a) After evaluating written proposals, the Government may (or may not) conduct written or oral discussions with all, or a limited number of the offerors. The Government in the evaluation and source selection decision may consider information obtained during discussions, whether or not it is reduced to written material.

(b) It is also very possible that discussions will not take place and award of the contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in their initial proposal submittal.

M.5 SOURCE SELECTION DECISION

(a) The SSO will select for contract award the offeror's proposal that in the judgment of the SSO provides the best value to the Government in consideration of the technical acceptability, performance and proposal risk, and cost/price of the competing proposals.

(b) The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal. A higher priced proposal may be selected for award where the Technical Proposal of the lowest priced proposal is deemed by the SSO to unacceptable, or where a lower priced proposal is deemed by the SSO to present higher performance and/or proposal risk concerns in accomplishing the contract requirements successfully.

M.6 EVALUATION OF PROPOSALS (JUNE 2007)

CLA.0213

(a) Technical proposals will be evaluated according to the categories listed below which are all equal in importance and rated as Acceptable or Not Acceptable:

(1) Current FAA-approved program, including the syllabi for initial, recurrent, and standardization training programs;

(2) Proof of ownership or lease of aircraft and flight simulation training device;

(3) Availability of training aids and facilities;

(4) Hours proposed to determine that it meets the FAA minimum hours; and,

(5) Number of training days expected;

(b) Evaluation of price proposals will consider the total price proposed per student, per course. Price evaluation will also include the total amount offered for supplementary training hours and option years, if requested, as a part of the Schedule B (Bid Schedule).

(c) Award will be made to the lowest-priced, technically acceptable, responsible offeror, with satisfactory past performance.

M.7 EVALUATION OF PROPOSALS (JAN 1997)

CLA.0276

- (a) Technical proposals shall be evaluated for basic adequacy and shall be considered for the purpose of award on an "acceptable" or "unacceptable" basis only, as determined by the procedures outlined in Part IV, Section L.
- (b) The following information in the technical proposal will be evaluated for acceptability:
 - (1) Provide evidence of an FAA-approved training program as described in the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;
 - (2) Provide proof of ownership of the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft, OR, provide documented confirmation of a lease agreement that covers the entire term of this contract for the full flight simulation training device to be used in training for each course proposed for the Westwind 1124 aircraft;
 - (3) Describe the training aids and facilities to meet the requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;
 - (4) Provide proposed training hours in Schedule B to meet requirements of the PWS of the SIR for each course proposed for the Westwind 1124 aircraft;
 - (5) Provide proposed number of training days expected to be required to complete all training and testing for each course proposed for the Westwind 1124 aircraft.
- (c) The technical proposal shall include, but need not necessarily be limited to, the items shown in (b)(1), (b)(2), (b)(3), (b)(4), and (b)(5). Failure to do so may result in your proposal being eliminated from further consideration.
- (d) The Government may discuss the technical aspects of any proposal with the concern submitting the proposal and reserves the right to allow offerors to modify their proposals as necessary to make them technically acceptable. Offerors are advised to submit proposals as necessary to make them technically acceptable and to submit proposals which are fully and clearly acceptable without additional explanation or information, since the Government may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with the award, without further information from the offeror. The number of discussions to be held with any offeror is at the sole discretion of the Government.
- (e) The offeror's technical proposal and any subsequent negotiated changes thereto shall be incorporated in any resultant contract, and the commitments made therein shall be binding. In the event of conflict or ambiguity between the contractor's technical proposal (including any amendments) and the Government's stated requirement, the Government's stated requirement shall govern and nothing in said technical proposal shall constitute a waiver of any of the provisions of said requirements.
- (f) Price evaluation will be based on the pricing elements and total price per class in selecting the proposal which is most advantageous to the Government. Award will be made to the lowest-priced offeror, which meets all technical requirements.

M.8 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.4-31 Evaluation of Options (April 1996)